

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON

ONE NEW YORK PLAZA • NEW YORK, N.Y. 10004

SAM HARRIS (1947-1980)

* MILTON R. ACKMAN
STEPHEN D. ALEXANDER
JEFFREY BAGNER
* FRANKLIN L. BASS
KENNETH R. BLACKMAN
LINDA R. BLUMKIN
LEONARD CHAZEN
MARC P. CHERNO
* AVIVA F. DIAMANT
* ARTHUR A. FEDER
* ARTHUR FLEISCHER, JR.
* STEPHEN FRAIDIN
HANS J. FRANK
* VICTOR S. FRIEDMAN
* HERBERT L. GALANT
ROBERT E. GERBER
MATTHEW GLUCK
JEFFRY N. GRABEL
* EDWIN HELLER
HERBERT HIRSCH
ARNOLD HOFFMAN
* ALLEN I. ISAACSON
* LESLIE A. JACOBSON

GREGORY P. JOSEPH
WILLIAM JOSEPHSON
ROBERT E. JUCEAM
STUART Z. KATZ
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* RICHARD O. LOENGARD, JR.
* FREDERICK LUBCHER
HERBERT P. MINKEL, JR.
LEE S. PARKER
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* ROBERT H. PREISKEL
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MICHAEL H. RAUCH
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HAROLD E. ROSEN
* PETER J. RYAN
DANIEL R. SCHUCHTER
SARGENT A. SHRIVER
MAYER SIEGEL
* LEON SILVERMAN
* LEWIS A. STERN
ALEXANDER R. SUSSMAN
DAVID E. WEISBERG

WALTER J. FRIED
BENJAMIN NASSAU
HERMANN E. SIMON
COUNSEL

* A NEW YORK PROFESSIONAL CORPORATION

BY HAND

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

In accordance with the provisions of 49 U.S.C. § 11303 and the Rules and Regulations of the Interstate Commerce Commission thereunder, we herewith submit to you for filing and recordation three executed counterparts of each of the following "secondary" documents:

(1) Assumption Agreement (Series 5) dated as of January 26, 1983, between Richmond Leasing Company, Chemical Bank, Trustee, and Teachers Insurance and Annuity Association of America; and

(2) Agreement and Assignment (Series 5) dated as of January 26, 1983, between Richmond Leasing Company, Chemical Bank, Trustee, and Teachers Insurance and Annuity Association of America.

Each of the above-referenced agreements relates to the railroad cars described in Exhibit A attached hereto and is filed in connection with an Equipment Trust Agreement (Series 5) dated as of April 1, 1973 and filed with the Interstate Commerce Commission at 1:15 p.m. on May 1, 1973 under Recordation No. 7011.

(212) 820-8000

CABLE "STERIC NEW YORK"

TELEX:

W. U. I. 662119

W. U. I. 620223

W. U. DOM 128173

FACSIMILE:

XEROX (212) 269-2643

RAPIFAX (212) 269-2642

WRITER'S DIRECT LINE

(212) 820-8206

April 19, 1983

No.

Date.

Fee \$.

ICC Washington, D. C.

3 KING'S ARMS YARD
LONDON, EC2R, 7AD ENGLAND
(01) 600-1541
TELEX 887606
CABLE "TOLOND LONDON EC2"
FACSIMILE:
(01) 606-9416

JERRY L. SMITH
RESIDENT PARTNER

FRIED, FRANK, HARRIS, SHRIVER
& KAMPELMAN
600 NEW HAMPSHIRE AVE., N.W.
WASHINGTON, D.C. 20037
(202) 342-3500
TELEX: W. U. 892406
FACSIMILE (202) 337-5867

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DAVID E. BIRENBAUM
JAMES B. BLINKOFF
JOHN T. BOESE
MILTON EISENBERG
* JOEL R. FEIDELMAN
HAROLD P. GREEN
HENRY A. HUBSCHMAN
* MAX M. KAMPELMAN
JAY R. KRAEMER
KENNETH S. KRAMER

* ARTHUR LAZARUS, JR.
FRANCIS J. O'TOOLE
HARVEY L. PITT
MELVIN RISHE
MARCUS A. ROWDEN
* RICHARD SCHIFTER
JAMES H. SCHROPP
SARGENT SHRIVER
LAWRENCE R. SIDMAN
* DANIEL M. SINGER
W. RICHARD WEST, JR.
LEONARD ZAX

* MARTIN D. GINSBURG
STUART R. REICHAUT
PAUL SHNITZER
COUNSEL

* A DISTRICT OF COLUMBIA PROFESSIONAL CORPORATION

RECEIVED
APR 19 3 07 PM '83
I.C.C.
FEE OPERATION BR.

Charles J. P. R.

Ms. Agatha L. Mergenovich


2

April 19, 1983

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027; the address of Chemical Bank is 55 Water Street, New York, New York 10087; and the address of Teachers Insurance and Annuity Association of America is 730 Third Avenue, New York, New York 10017.

We have enclosed a check to cover the recordation fee. Please return the executed counterparts not required for recordation and the duplicate copies of this letter enclosed herein, with the appropriate filing and recordation data noted thereon, to our representative delivering this letter and the aforementioned enclosures to you.

Sincerely yours,


Jay M. Dorman

Enclosures

RECORDATION NO. 701124
APR 19 1963 3 15 PM
INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT
(Series 5)

AGREEMENT AND ASSIGNMENT, dated as of January 26, 1983, between Richmond Leasing Company ("RLC"), 1700 West Loop South, Suite 1500, Houston, Texas; Chemical Bank, Trustee (the "Trustee"), 55 Water Street, New York, New York; and Teachers Insurance and Annuity Association of America ("TIAA"), 730 Third Avenue, New York, New York.

WHEREAS, RLC (as successor to Marathon Leasing Company) and the Trustee (as successor trustee to Security National Bank) are parties to an Equipment Trust Agreement, as amended and supplemented to date (the "Equipment Trust Agreement"), described in Exhibit A hereto, pursuant to which there were issued Trust Certificates in the aggregate original principal amount of \$3,000,000 (the "Trust Certificates");

WHEREAS, TIAA is the present holder of all outstanding Trust Certificates;

WHEREAS, RLC has caused to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A hereto (the "Trust Equipment") pursuant to the terms of the Equipment Trust Agreement;

WHEREAS, title to the Trust Equipment is vested in and is retained by the Trustee and the Trust Equipment is leased to RLC under the Equipment Trust Agreement;

WHEREAS, pursuant to the Equipment Trust Agreement, and as security for the payment and performance of all of RLC's obligations under the lease of the Trust Equipment to RLC as provided for in the Equipment Trust Agreement, RLC has executed and delivered to the Trustee the assignments described in Exhibit B hereto (the "Assignments"), whereby RLC has assigned, transferred and set over to the Trustee (i) all of RLC's right, title and interest as lessor in, to and under the leases described in Exhibit C hereto, together with all rights, powers, privileges, and other benefits of RLC as lessor under such leases in respect of the Trust Equipment, including but not limited to RLC's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments due or to become payable to or receivable by RLC under or pursuant to the provisions of such leases and, in addition, (ii) all of RLC's right to receive and collect all per diem, mileage or other payments due or to become payable to RLC in respect of the Trust Equipment, whether under or pursuant to the provisions of any of such leases or otherwise (all of the property so assigned being hereinafter referred to as the "Assigned Property");

WHEREAS, on January 7, 1983, RLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and RLC was authorized by the Bankruptcy

Court as of that date to operate its business as a debtor in possession;

WHEREAS, on January 13, 1983, the Bankruptcy Court issued an order (the "Order"), among other things: (i) permitting RLC to maintain, receive and collect all cash proceeds generated by the Assigned Property (the "Cash Collateral"); (ii) requiring RLC to deposit on a monthly basis in each calendar quarter, into a segregated account, a sum of money equal to one-third of the quarterly payment of rentals and other payments, if any, due under the Equipment Trust Agreement; (iii) requiring RLC, in addition to the deposits required in (ii) above, to deposit up to 100% of the Cash Collateral into the same segregated account until any deficiency (including interest thereon) unpaid from prior quarterly payments due under the Equipment Trust Agreement and arising after the entry of the Order is accumulated and paid to the Trustee; (iv) instructing RLC to make, execute and deliver to the Trustee an assignment of the Assigned Property to the extent specified in the Order; and (v) authorizing RLC to grant to the Trustee a superpriority lien of the kind permitted by Sections 364(c)(1) and 507(b) of the Bankruptcy Code with respect to any deficiency in the quarterly payments of rentals and other payments, if any, required to be made to the Trustee under the Equipment Trust Agreement; and

WHEREAS, the Order has become final and nonappealable;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. RLC hereby assigns, transfers and sets over to the Trustee as security for the repayment of any Cash Collateral utilized by RLC, any and all of RLC's right, title and interest in and to the Assigned Property; provided, however, that until the happening of an Event of Default (as such term is defined in the Equipment Trust Agreement), other than the Event of Default arising by reason of (i) the pending chapter 11 case of RLC or (ii) Section 6.01(d) of the Equipment Trust Agreement during the time RLC is in chapter 11, which TIAA and the Trustee, at TIAA's direction, have heretofore waived, or until RLC shall default in the performance of its obligations under this Agreement and Assignment, which default shall continue for more than 10 days after the occurrence thereof, the Trustee shall not collect or receive, except as hereinafter provided, any Cash Collateral or take any other action in respect thereof. RLC represents and warrants that it has not heretofore made, and agrees that it will not hereafter make, any other assignment of the Assigned Property, except to the Trustee.

2. (a) RLC agrees that it shall deposit in a segregated account monthly, during each calendar quarter, commencing with the month of January 1983, an amount equal to one-third of the quarterly payments of rentals and other payments, if any, due under the Equipment Trust Agreement on or before the end of such calendar quarter. Such segregated account shall be maintained by RLC at Texas Commerce Bank, N.A. pursuant to the Order and shall be for the sole benefit of the Trustee, in its capacity as Trustee, and shall be utilized for the sole benefit of the Equipment Trust Agreement and the payment of indebtedness due thereunder. Concurrently with each deposit, RLC shall send a copy of the record of such deposit to the Trustee and, as long as TIAA is the holder of the Trust Certificates, to TIAA.

(b) RLC further agrees that in the event that any deficiency shall occur in the payment of rentals or other payments, if any, due under the Equipment Trust Agreement, it shall deposit in such account up to 100% of the Cash Collateral until such deficiency shall be satisfied and all other payments required under Section 2(a) hereof have been made.

3. RLC hereby grants to the Trustee and agrees the Trustee shall have an administrative superpriority claim of the kind permitted by Sections 364(c)(1) and 507(b) of the Bankruptcy Code with respect to any deficiency in the payments of rentals or other payments, if any, due under the Equipment Trust Agreement to the extent that such deficiency is not satisfied by the deposit required by Section 2(b) hereof.

4. As long as there remain any amounts owing by RLC under the Equipment Trust Agreement, RLC shall provide to the Trustee as soon as practical after the end of each calendar quarter, commencing with the quarter ending March 31, 1983, an accounting of all Cash Collateral, showing the receipt and disbursements thereof. As long as TIAA is the holder of the Trust Certificates, a copy of any such accounting shall be sent to TIAA.

5. All notices and other communications to TIAA under or pursuant to this Agreement and Assignment shall be sent to 730 Third Avenue, New York, New York 10017, Attention: Securities Department.

6. RLC covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee or TIAA to do or execute for the purpose of fully carrying out and effectuating this Agreement and Assignment and the intent hereof.

7. This Agreement and Assignment: (i) may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument; (ii) shall be construed (both as to validity and performance) and enforced in accordance with and governed by the laws of the State of Texas applicable to agreements made and to be performed wholly within such jurisdiction; and (iii) shall inure to the benefit of and

shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first above written.

RICHMOND LEASING COMPANY,
Debtor and Debtor in
Possession

By: *Kenneth W. Harkin*
Title: President

(SEAL)

ATTEST:

Stoutford

CHEMICAL BANK
Trustee

By: *[Signature]*
Title: SENIOR TRUST OFFICER

(SEAL)

ATTEST:

Berlin

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By: *[Signature]*
Title: Gary C. Rugendorf
Assistant Investment Officer

(SEAL)

WITNESS:
~~ATTEST~~

Cludrey Hunt

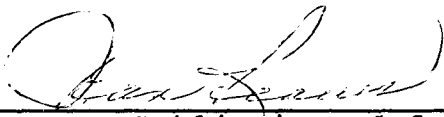
By: *[Signature]*
Title: _____

JAMES F. BLAIR
SECOND VICE PRESIDENT

STATE OF TEXAS)
 :
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day
personally appeared Kenneth M. Perkins
President, of Richmond Leasing Company, a
corporation, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration
therein expressed, in the capacity therein stated, and as the
act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21
day of March, 1983.



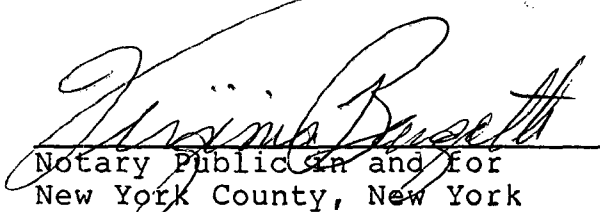
Notary Public in and for
Harris County, Texas

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned authority, on this day personally appeared W. H. BERLS

SENIOR TRUST OFFICER , of Chemical Bank, a New York banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of March, 1983.

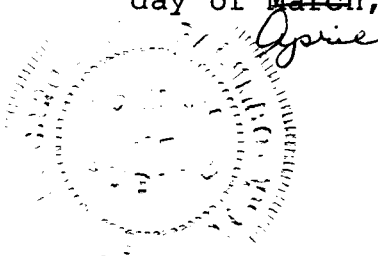

Notary Public in and for
New York County, New York

VIRGINIA BARAZOTTI
Notary Public, State of New York
No. 41-4734647
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1983

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned authority, on this day
personally appeared GARY C. RUGENDORF
Assistant Investment Officer , and JAMES F. BLAIR
Second Vice President , of Teachers Insurance and
Annuity Association of America, a New York corporation, known
to me to be the persons whose names are subscribed to the
foregoing instrument, and acknowledged to me that they executed
the same for the purposes and consideration therein expressed,
in the respective capacities therein stated, and as the act and
deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th
day of March, 1983.



Carol Ann Palumbo
Notary Public in and for
New York County, New York

CAROL ANN PALUMBO
NOTARY PUBLIC, State of New York
No. 44-4766783
Qualified in Rockland County
Commission Expires March 30, 1984

Exhibit A

Equipment Trust Agreement, Series 5, between Security National Bank ("Security") and Marathon Leasing Company ("MLC"), dated as of April 1, 1973, and filed with the Interstate Commerce Commission ("ICC") at 1:15 p.m. on May 1, 1973 under Recordation No. 7011; Supplemental Agreement among Security, MLC and Richmond Leasing Company ("RLC"), dated as of January 30, 1974 and effective as of November 30, 1973, and filed with the ICC at 1:10 p.m. on January 31, 1974 under Recordation No. 7011-F; Supplemental Agreement between Security and RLC, dated as of January 31, 1974, and filed with the ICC at 1:10 p.m. on January 31, 1974 under Recordation No. 7011-G; Supplemental Agreement between Security and RLC, dated as of March 1, 1974, and filed with the ICC at 10:45 a.m. on February 28, 1974 under Recordation No. 7011-J; Supplemental Agreement between Security and RLC, dated as of April 1, 1974, and filed with the ICC at 9:45 a.m. on March 29, 1974 under Recordation No. 7011-M; Supplemental Agreement between Security and RLC, dated as of April 30, 1974, and filed with the ICC at 11:45 a.m. on May 15, 1974 under Recordation No. 7011-P; Supplemental Agreement between Security and RLC, dated as of October 15, 1974, and filed with the ICC on October 24, 1974 under

Recordation No. 7011-Q; and Supplemental Agreement among Chemical Bank, The First National Bank of Fort Worth, Mercantile National Bank at Dallas and RLC, dated as of July 1, 1982, and filed with the ICC at 10:25 a.m. on August 18, 1982 under Recordation No. 7011-S.

The above-referenced agreements relate to the following railroad equipment:

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
39 tank cars	111A100W1	26,000	RTMX 2600-2635 2637-2639
46 tank cars	111A100W3	14,000	RTMX 3100-3103 3105-3129 3132-3137 3139-3149
3 tank cars	111A100W1	20,800	RTMX 2025-2027
6 tank cars	111A100W5	20,800	RTMX 2085-2090
3 tank cars	111A100W5	20,500	RTMX 2091-2093
34 tank cars	112J400W	33,500	RTMX 4200-4233
22 tank cars	112J340W	33,500	RTMX 4100-4121

Exhibit B

Assignment between Security National Bank ("Security") and Marathon Leasing Company ("MLC"), dated as of May 1, 1973, and filed with the Interstate Commerce Commission ("ICC") at 1:15 p.m. on May 1, 1973 under Recordation No. 7011-B; Assignment No. 2 between Security and Richmond Leasing Company ("RLC"), dated as of January 31, 1974, and filed with the ICC at 1:10 p.m. on January 31, 1974 under Recordation No. 7011-I; Assignment No. 3 between Security and RLC, dated as of March 1, 1974, and filed with the ICC at 10:45 a.m. on February 28, 1974 under Recordation No. 7011-L; and Assignment No. 4 between Security and RLC, dated as of April 1, 1974, and filed with the ICC at 9:45 a.m. on March 29, 1974 under Recordation No. 7011-O.

Exhibit C

<u>Lessee</u>	<u>Rider Number</u>	<u>Date</u>	<u>Number of Cars</u>	<u>Car Numbers</u>	<u>Monthly Rental</u>
Dow Chemical Company Distributing Accounting Building 2020 Midland, MI 48640	L02	4/1/73	39	RTMX 2600-2635 2637-2639	\$ 8,144.64
Duval Corporation P.O. Box 2967 Houston, Texas 77001	L14	6/1/73	46	RTMX 3100-3103 3105-3129 3132-3137 3139-3149	11,960.00
Penwalt Corporation Three Parkway Philadelphia, PA 19102	L03	6/1/73	3	RTMX 2025-2027	624.00
Penwalt Corporation Three Parkway Philadelphia, PA 19102	L04	7/1/73	6	RTMX 2085-2090	1,325.00
Penwalt Corporation Three Parkway Philadelphia, PA 19102	Master L04 Rider 1	7/1/73	3	RTMX 2091-2093	805.50
Petrolane Corporation 2900 North Loop West Suite 530 Houston, Texas 77092	L16	12/15/73	34	RTMX 4200-4233	15,504.00
Suburban Propane Gas P.O. Box 206 Whippany, NJ 07891	L15	10/1/73	22	RTMX 4100-4121	9,883.32